

# EXHIBIT 24

HONORABLE TIFFANY M. CARTWRIGHT

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
at TACOMA

JOANN LEDOUX, a single woman.,

Plaintiffs,

vs.

OUTLIERS, INC. (d/b/a THESIS, THESIS  
NOOTRIPICS, FIND MY FORMULA, and  
FORMULA) a Delaware Corporation; DANIEL  
FREED, individually; MATT RUBIN,  
individually; BRAND NUTRACEUTICALS,  
INC. (d/b/a BRAND NUTRA), a New York  
Corporation; BRAND PACKAGING GROUP,  
INC. (d/b/a BRAND NUTRACEUTICALS), a  
New York Corporation; and John and Jane Does  
1-5.

Defendants.

NO. 3:24-cv-05808-TMC

**DEFENDANTS NOTICE OF JOINDER IN  
THESIS DEFENDANTS' SECOND  
MOTION TO COMPEL ARBITRATION.**

TO: THE CLERK OF THE COURT.

AND TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

PLEASE TAKE NOTICE that Defendants Brand Nutraceuticals, Inc., and Brand Packaging Group, Inc. (hereinafter "BRAND"), hereby submit this Notice of Joinder in Outliers, Inc.'s (d/b/a Thesis, Thesis Nootropics, Find My Formula, and Formula, hereinafter collectively referred to as "THESIS") Second Motion to Compel Arbitration [Docket Entry #58] (hereinafter "MTC") pursuant to RCW 7.04A100, and in support therefore, state as follows:

1           **I. Introduction:**

2           Plaintiff's First Amended Complaint (hereinafter "FAC") alleges that between  
3 approximately March 18, 2021, through late September or early October 2021, while serving as an  
4 Army Nurse and Certified Registered Nurse Anesthetist at Joint Base Lewis-McChord ("JBLM")  
5 in Pierce County, Washington, she purchased and received nootropic nutritional supplements  
6 through a subscription service with Defendant OUTLIERS, INC., doing business as THESIS  
7 NOOTROPICS (hereinafter "THESIS"), a Delaware Corporation, with a principal place of  
8 business in New York, New York. Plaintiff further alleges that the BRAND defendants are  
9 nutritional supplement manufacturers, packagers, and sellers directly involved in producing and  
10 packaging the nootropic supplements and the product at issue.  
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12           Plaintiff's FAC also continues to allege that on or about August 16, 2021, she submitted a  
13 sample of her urine as part of a unit drug screen, which tested positive for the presence of  
14 amphetamines. Plaintiff attributes the presence of amphetamines in her urine, specifically  
15 Adderall®, to the consumption of the Defendants' nootropic supplements. Plaintiff contends that  
16 the THESIS and BRAND Defendants profited from unfair and deceptive business practices by  
17 manufacturing, distributing, selling, and/or validating dangerous nootropic supplements that are  
18 laced with, contaminated by, or adulterated with Adderall® and other undisclosed ingredients in  
19 products sold to Washington residents, including Plaintiff. Thus, the claims against THESIS and  
20 BRAND arise from the same questions of law and fact regarding the alleged adulteration and/or  
21 contamination of the Defendants' nootropic supplements. Additionally, the issues raised by the  
22 FAC will involve the same witnesses, testimony and evidence regarding the origin and scope of the  
23 Plaintiff's allegations, as well as the Defendants' development, manufacture, packaging and sale of  
24 the nootropic supplements at issue in this case. Given the inexorably intertwined nature of the  
25 allegations, common operative facts and evidence placed at issue by the FAC, the continued  
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consolidation of the Plaintiff's claims and the Defendants' participation in discovery will serve to advance the administration of justice, promote judicial economy, and prevent inconsistent results.

As the Court is aware, on March 18, 2025, the THESIS Defendants filed their Second Motion to Compel Arbitration, at Docket Entry #58, based on a binding arbitration agreement with Plaintiff that was purportedly contained within the "use" of THESIS's "Websites" and "Services" agreement, as well as through the purchases of THESIS's products which "constitute a binding written agreement" between THESIS and its customers. *See* the Declaration of Daniel Freed, Dkt. #58, Ex. A at 1. While BRAND did not sell the nootropic supplements directly to Plaintiff, the product at issue was manufactured, labelled, and packaged by BRAND for sale by THESIS. Thus, Plaintiff's FAC allegations regarding the manufacture, packaging and/or labeling directly implicates the work and services performed by BRAND. To the extent that BRAND's manufacturing, packaging, and/or labeling of the products for THESIS has been placed at issue in this case, it also directly impacts the terms and conditions of BRAND's agreement(s) with THESIS. Should the Court grant THESIS's MTC, the administration of justice and judicial economy should allow BRAND to participate in that arbitration to address and resolve the Plaintiff's claims arising from the same operative facts, evidence, and testimony placed at issue by the FAC.

### LEGAL ANALYSIS

#### **BRAND Should be Allowed to Invoke THESIS'S Arbitration Agreement.**

It has long been held that a "litigant who is not a party to an arbitration agreement may invoke arbitration under the FAA if the relevant state contract law allows the litigant to enforce the agreement." *See All for Kidz, Inc. v. Around the World Yoyo Entm't Co.*, 2014 WL 1870821, at \*2 (W.D. Wash. May 8, 2014). Under Washington law, "employee defendants sued for acts within the scope of their employment may defensively invoke their employer's agreement to arbitrate disputes encompassing those acts." *Id.* This decision is also consistent with RCW 7.04A.100, which allows

1 Washington State courts to consolidate separate arbitration proceedings, where: (a) There are  
2 separate agreements to arbitrate or separate arbitration proceedings between the same persons or  
3 one of them is a party to a separate agreement to arbitrate or a separate arbitration proceeding with  
4 a third person; (b) The claims subject to the agreements to arbitrate arise in substantial part from  
5 the same transaction or series of related transactions; (c) The existence of a common issue of law  
6 or fact creates the possibility of conflicting decisions in the separate arbitration proceedings; and  
7 (d) Prejudice resulting from a failure to consolidate is not outweighed by the risk of undue delay or  
8 prejudice to the rights of or hardship to parties opposing consolidation. *Id.* In this case, the  
9 Plaintiff's claims against THESIS arise from "a separate agreement to arbitrate or a separate  
10 arbitration proceeding with a third person," and the claims in the FAC "arise in substantial part  
11 from the same transaction or series of related transactions," with Plaintiff. BRAND would also  
12 suffer prejudice from any inconsistent results at arbitration, based on the Arbitrator's separate  
13 adjudication of common issues of law and fact based on BRAND's work and services.

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16 Ultimately, BRAND should be permitted to enforce the Arbitration provision between  
17 THESIS and Plaintiff, based on Washington State law referenced herein, which would preserve the  
18 reasonable administration of justice, ensure consistent results, and ensure judicial economy through  
19 BRAND's participation in the arbitration process. To the extent that the Court grants THESIS's  
20 MTC, to address and resolve Plaintiff's claims, BRAND should be permitted to participate in  
21 response to claims arising from the same operative facts and evidence placed at issue by the FAC.

22  
23 WHEREFORE, with the premises considered, the BRAND Defendants respectfully request  
24 that based on the reasons stated herein and for all of the reasons asserted in THESIS's Second  
25 Motion to Compel Arbitration, that should the Court grant THESIS's MTC, it should stay this case  
26 and grant the BRAND Defendants the authority to enforce the arbitration provision consistent with  
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1 the terms of THESIS's agreement with Plaintiff, and for such other and further relief as the Court  
2 deems just.

3 I certify that this memorandum contains 1275 words, in compliance with the Local Civil Rules.

4 Dated: March 25, 2025.

GORDON REES SCULLY MANSUKHANI, LLP

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15 Dated: March 25, 2025.

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